

EXHIBIT A

UNITED STATES DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION

IN THE MATTER OF:
Baca Concrete/Baca Ready Mix

BACK WAGE COMPLIANCE AND PAYMENT AGREEMENT

This agreement is entered into 09/01/2018 by and between the Secretary of Labor, United States Department of Labor (hereinafter referred to as "the Secretary"), and Baca Concrete/Baca Ready Mix (hereinafter referred to as "the employer").

The Secretary, through Investigator Antonio of the Wage and Hour Division, United States Department of Labor, conducted an investigation of the employer's business under the Fair Labor Standards Act. The main office of the employer is located at 6041 Ogeechee Rd., Savannah GA 31419. The investigation covered the employer's operations from 12/20/2015 to 12/19/2017.

As a result of that investigation monetary violations were found resulting in 33 employee(s) due back wages in the amount of \$130,359.26.

In order to resolve this matter, the parties to this Agreement stipulate and agree to the following:

1. The employer represents that it is presently in full compliance with all applicable provisions of the Fair Labor Standards Act, and will continue to comply therewith in the future.
2. The employer agrees to pay the back wages due the employees in question in the amounts shown for the periods indicated on the Summary of Unpaid Wages and the Listing of Payments by Employee both of which are attached hereto and made a part hereof.
3. Baca Concrete/Baca Ready Mix agrees to pay directly to the employees the amounts due (less legal payroll deductions) on or before each payment date set forth in the Schedule of Payments below and to deliver to the Secretary's representative by the 1st of each month evidence of payment including any signed WH-58 receipt forms the employer has received at that time.

Amounts and payment due dates under the Installment Agreement are set forth in the Schedule of Payments below:

Initial Payment: \$0.00

Payment No.	Date Due	Amount Due	Interest Due	Total Due
1	10/01/2018	\$3,568.56	\$108.63	\$3,677.19
2	11/01/2018	\$3,571.53	\$105.66	\$3,677.19
3	12/01/2018	\$3,574.51	\$102.68	\$3,677.19
4	01/01/2019	\$3,577.49	\$99.70	\$3,677.19
5	02/01/2019	\$3,580.47	\$96.72	\$3,677.19
6	03/01/2019	\$3,583.45	\$93.74	\$3,677.19
7	04/01/2019	\$3,586.44	\$90.75	\$3,677.19
8	05/01/2019	\$3,589.43	\$87.76	\$3,677.19
9	06/01/2019	\$3,592.42	\$84.77	\$3,677.19

Payment No.	Date Due	Amount Due	Interest Due	Total Due
10	07/01/2019	\$3,595.41	\$81.78	\$3,677.19
11	08/01/2019	\$3,598.41	\$78.78	\$3,677.19
12	09/01/2019	\$3,601.41	\$75.78	\$3,677.19
13	10/01/2019	\$3,604.41	\$72.78	\$3,677.19
14	11/01/2019	\$3,607.41	\$69.78	\$3,677.19
15	12/01/2019	\$3,610.42	\$66.77	\$3,677.19
16	01/01/2020	\$3,613.43	\$63.76	\$3,677.19
17	02/01/2020	\$3,616.44	\$60.75	\$3,677.19
18	03/01/2020	\$3,619.45	\$57.74	\$3,677.19
19	04/01/2020	\$3,622.47	\$54.72	\$3,677.19
20	05/01/2020	\$3,625.49	\$51.70	\$3,677.19
21	06/01/2020	\$3,628.51	\$48.68	\$3,677.19
22	07/01/2020	\$3,631.53	\$45.66	\$3,677.19
23	08/01/2020	\$3,634.56	\$42.63	\$3,677.19
24	09/01/2020	\$3,637.59	\$39.60	\$3,677.19
25	10/01/2020	\$3,640.62	\$36.57	\$3,677.19
26	11/01/2020	\$3,643.65	\$33.54	\$3,677.19
27	12/01/2020	\$3,646.69	\$30.50	\$3,677.19
28	01/01/2021	\$3,649.73	\$27.46	\$3,677.19
29	02/01/2021	\$3,652.77	\$24.42	\$3,677.19
30	03/01/2021	\$3,655.81	\$21.38	\$3,677.19
31	04/01/2021	\$3,658.86	\$18.33	\$3,677.19
32	05/01/2021	\$3,661.91	\$15.28	\$3,677.19
33	06/01/2021	\$3,664.96	\$12.23	\$3,677.19
34	07/01/2021	\$3,668.01	\$9.18	\$3,677.19
35	08/01/2021	\$3,671.07	\$6.12	\$3,677.19

Payment No	Date Due	Amount Due	Interest Due	Total Due
36	09/01/2021	\$3,673.94	\$3.06	\$3,677.00
Totals:		\$130,359.26	\$2,019.39	\$132,378.65

4. The employer has the right to prepay the installment agreement in part or in full at any time without penalty. The employer also has the right to make additional payments towards the principal on any installment due date, but if the employer exercises this privilege, it will not excuse payments due in subsequent months.

5. Should the employer fail to make any agreed payment as scheduled, the entire unpaid balance will immediately become due and payable, together with such additional collection and court costs as may be incurred by the U.S. Department of Labor in pursuing collection.

6. The employer agrees to provide the Secretary's representative with a listing of all unlocated employees, their last known address, social security number (if possible), and their gross and net amounts due as soon as the employer determines that they are unable to locate an employee due back wages, but no later than 30 days from the employer's initial attempt to pay that employee. The District Office will notify the employer when a person has been located to issue a check. The employer should indicate what means were used to attempt to locate the employee.

7. In the event that any employees cannot be located, or refuse to accept the back wages, the employer agrees to deliver to the Secretary's representative a cashier's or certified check, payable to "Wage and Hour Division - Labor" to cover the total net due all such employees on or before 11/30/2021. After three years, any monies which have not been distributed because of inability to locate the proper persons or because of their refusal to accept payment shall be covered into the Treasury of the United States as miscellaneous receipts.

8. The employer agrees to provide the Secretary's representative no later than 11/30/2021 any remaining signed WH-58 receipt forms not yet provided to Wage and Hour or a canceled check (or some reasonable facsimile) for every person the employer has paid per this agreement.

9. The employer hereby waives all rights and defenses which may be available by virtue of statute of limitations, including but not limited to section 6 of the Portal-to-Portal Act (29 U.S.C. 255).

10. This debt is subject to the assessment of interest, administrative cost charges and penalties in accordance with the Debt Collection Improvement Act of 1996 and departmental policies. Interest will be assessed at the Treasury Tax and loan account rate on any principal that becomes delinquent. This rate is currently 1.0 %. Administrative cost charges will be assessed to help defray the Government's cost. A penalty at the rate of 6.0 % will be assessed on any portion of the debt remaining delinquent for more than 90 days.

11. In the event of default, the Department intends to pursue additional collection action that may include, but is not limited to, administrative offset, referral of the account to credit reporting agencies, private collection agencies, and/or the Department of Justice.

12. Any rights to challenge or contest the validity of this Agreement are hereby waived.

13. By entering into this agreement, the Wage Hour Division does not waive its right to conduct future investigations under the Fair Labor Standards Act and to take appropriate enforcement action, including assessment of civil money penalties, with respect to any violations disclosed by such investigations.

Approved by the following parties:

Baca Concrete/Baca Ready Mix
BY ITS OFFICER

Miguel Braga
Title Baca Ready Mix Owner
Dated: 8-27-18

UNITED STATES DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION



Astro.
District Director
Dated: 9/1/18

Summary of Unpaid Wages

U.S. Department of Labor
Wage and Hour Division

Office Address:	Atlanta GA District Office U.S. Department of Labor Wage and Hour Division 61 Forsyth Street, S.W., Room 7M10 Atlanta, GA 30303 678-237-0521	Investigator: Gloria Antonio	Date: 04/09/2019
		Employer Fed Tax ID Number: [REDACTED]	

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BWs Due	Total
Julio	Unknown	12/26/2015 to 12/24/2016	FLSA	\$573.26	\$573.26
Mario	Unknown	12/26/2015 to 12/24/2016	FLSA	\$513.00	\$513.00
Julio	Unknown	10/08/2016 to 06/17/2017	FLSA	\$651.00	\$651.00
	Unknown	07/16/2016 to 12/31/2016	FLSA	\$4,178.44	\$4,178.44
Mario	Unknown	12/26/2015 to 03/04/2017	FLSA	\$3,194.50	\$3,194.50
	Unknown	08/13/2016 to 06/17/2017	FLSA	\$8,212.50	\$8,212.50
	Unknown	05/21/2016 to 06/17/2017	FLSA	\$7,530.75	\$7,530.75
	Unknown	09/24/2016 to 12/24/2016	FLSA	\$519.50	\$519.50
	Unknown	08/27/2016 to 11/26/2016	FLSA	\$617.00	\$617.00

I agree to pay the listed employees the amount due shown above by 09/21/2021

Signed:

Date:

4-23-19

Employer Name and Address:
Baca Concrete/Baca Ready Mix
Baca Concrete, LLC/Baca Ready
Mix, LLC
6041 Ogeechee Rd.
289 Telfair
Savannah GA 31419

Subtotal: \$25,989.95

\$25,989.95

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		Employer Fed Tax ID Number: [REDACTED]	

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BWs Due	Total
[REDACTED]	Unknown	12/26/2015 to 05/13/2017	FLSA	\$3,088.50	\$3,088.50
[REDACTED]	Unknown	08/06/2016 to 06/10/2017	FLSA	\$8,157.50	\$8,157.50
[REDACTED]	Unknown	10/01/2016 to 12/10/2016	FLSA	\$1,264.00	\$1,264.00
[REDACTED]	Unknown	12/26/2015 to 06/17/2017	FLSA	\$13,706.75	\$13,706.75
[REDACTED]	Unknown	05/14/2016 to 06/17/2017	FLSA	\$5,488.00	\$5,488.00
[REDACTED]	Unknown	12/26/2015 to 06/17/2017	FLSA	\$7,507.25	\$7,507.25
[REDACTED]	Unknown	05/07/2016 to 06/17/2017	FLSA	\$4,794.50	\$4,794.50
[REDACTED]	Unknown	12/26/2015 to 11/12/2016	FLSA	\$1,474.50	\$1,474.50
[REDACTED]	Unknown	12/26/2015 to 05/27/2017	FLSA	\$5,260.00	\$5,260.00

I agree to pay the listed employees the amount due shown above by 09/21/2021

Signed:

4-23-19

Date:

Employer Name and Address:
 Baca Concrete/Baca Ready Mix
 Baca Concrete, LLC/Baca Ready
 Mix, LLC
 6041 Ogeechee Rd.
 289 Telfair
 Savannah GA 31419

Subtotal:	\$50,741.00	\$50,741.00
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Wage and Hour Division

Office Address: Atlanta GA District Office U.S. Department of Labor Wage and Hour Division 61 Forsyth Street, S.W., Room 7M10 Atlanta, GA 30303 678-237-0521	Investigator: Gloria Antonio			Date: 04/09/2019	
	Employer Fed Tax ID Number: [REDACTED]				
1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BWs Due	Total
[REDACTED]		12/26/2015 to 06/24/2017	FLSA	\$4,484.00	\$4,484.00
[REDACTED]		10/08/2016 to 05/13/2017	FLSA	\$862.50	\$862.50
[REDACTED]		10/08/2016 to 06/17/2017	FLSA	\$559.00	\$559.00
[REDACTED]		12/26/2015 to 06/17/2017	FLSA	\$7,789.75	\$7,789.75
[REDACTED]		12/26/2015 to 06/24/2017	FLSA	\$9,018.93	\$9,018.93
[REDACTED]		12/26/2015 to 01/07/2017	FLSA	\$3,149.00	\$3,149.00

I agree to pay the listed employees the amount due shown above by 09/21/2021

Signed:

Date:

4-23-19

Employer Name and Address:
Baca Concrete/Baca Ready Mix
Baca Concrete, LLC/Baca Ready
Mix, LLC
6041 Ogeechee Rd.
289 Telfair
Savannah GA 31419

Subtotal:	\$25,863.18	\$25,863.18
Total:	\$130,359.26	\$130,359.26